

# Exhibit 364

*United States of America ex rel. Ven-A-Care of the Florida Keys, Inc., et al.*  
*v. Dey, Inc., et al.*, Civil Action No. 05-11084-PBS

**Exhibit to the August 28, 2009 Declaration of Sarah L. Reid in Support  
of Dey's Opposition to Plaintiffs' Motion for Partial Summary Judgment**

Hill, William

November 11, 2008

Charlotte, NC

1

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
Civil Action No. 01-12257-PBS

- - - - -X

In re: PHARMACEUTICAL INDUSTRY :

AVERAGE WHOLESALE PRICE :

LITIGATION : MDL No. 1456

- - - - -X

THIS DOCUMENT RELATES TO: :

Unites States of America ex :

rel. Ven-a-Care of the Florida :

Keys, Inc., et al. v. Dey, :

Inc., et al., Civil Action :

No. 05-11084-PBS :

- - - - -X

(Cross captions appear on the following pages)

Video deposition of WILLIAM HILL, taken by the  
United States of America, at 2800 Coliseum Center  
Drive, Charlotte, North Carolina, on the 11th day  
of November, 2008 at 9:02 a.m., before Andrea L.  
Nobrega, Court Reporter and Notary Public.

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

104

1 party customer, you are not really talking about  
2 a customer of Dey, rather you are talking about a  
3 third-party payer who would pay for the product  
4 that was purchased by a patient or a health -- or  
5 a doctor, for example?

6 A. Correct.

7 Q. Was it your understanding then that a  
8 pricing objective of Dey was to provide incentive  
9 to retail and chain providers to use Dey's  
10 Cromolyn by increasing the spread on third-party  
11 payer reimbursements?

12 MS. GIULIANA: Objection to the form.

13 THE WITNESS: Again, I don't think it  
14 was promoted to us as increase of spread. I  
15 think it was to provide a cost effective, safe,  
16 generic alternative that benefited the pharmacy  
17 and the patient.

18 BY MR. HENDERSON:

19 Q. If Dey's AWP was significantly higher  
20 than its actual sales price, and therefore, the  
21 acquisition cost paid for by the retail or chain  
22 pharmacist, would in your experience that result

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

128

1 Did you mean to say yes?

2 THE WITNESS: I'm sorry, it's another  
3 way, semantics to say we are trying to  
4 incorporate these products together as opposed to  
5 being, you know, one product at a time evaluated.

6 BY MR. HENDERSON:

7 Q. And these two bullets, the third one  
8 and the fifth one, which are similar, although I  
9 think you said they were somewhat difficult to  
10 implement, nonetheless, were they objectives that  
11 you attempted to implement in a general sense?

12 A. In a general sense we did try to have  
13 those discussions to broaden the Dey  
14 representation with customers, but as I said, it  
15 was very quickly dismissed.

16 Q. The fourth objective, which we  
17 discussed, did you also have as an objective in  
18 your sales calls to encourage the use of Dey's  
19 Cromolyn by pointing out the spread on third-  
20 party reimbursements?

21 MS. GIULIANA: Objection to the form.

22 THE WITNESS: Again, I don't think that

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

129

1 would be an accurate characterization. I think,  
2 again, we were selling a plastic vial product  
3 versus a brand product that was made in glass.  
4 So we had far different issues with mothers  
5 snapping open the top of a glass ampule and  
6 getting glass splinters in their finger and  
7 having bloody fingers.

8 So the packaging in Cromolyn was even a  
9 bigger sell than the price point, because at that  
10 point mothers really didn't care. They were just  
11 tired of getting bloody fingers from snapping the  
12 tops off of glass ampules.

13 So again, that was probably a three or  
14 four prong strategy with the packaging, the right  
15 product at appropriate market pricing, and  
16 affording patient opportunity to save some money,  
17 too.

18 BY MR. HENDERSON:

19 Q. So is it your testimony that a spread  
20 was not something that you discussed in promoting  
21 Dey's Cromolyn sodium products?

22 MS. GIULIANA: Objection to the form.

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

131

1           A.    Another factor at this point in time,  
2    too, is an inventory holding cost for a customer.  
3    A customer would much rather have less capital  
4    tied up on a less expensive drug on a shelf as  
5    opposed to more money tied up in a more expensive  
6    brand product. That was a selling point in  
7    promoting generics over brands, so the working  
8    capital issue for a pharmacy.

9           Q.    Meaning because the generic was less  
10   expensive, you would have less money tied up with  
11   product on a shelf?

12          A.    That's correct.

13               MR. HENDERSON: I would like to have  
14   this marked as Exhibit No. 6.

15                       (Exhibit Hill 006 marked for  
16   identification.)

17               MR. HENDERSON: I'm sorry, your copies  
18   are two-sided.

19               If you could look through this  
20   document, sir, I would appreciate it.

21               MS. GIULIANA: I think it's -- never  
22   mind.

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

143

1 person that was smaller, the multidose allowed  
2 doctors to titrate doses, whereas Dey's was a  
3 standardized dose.

4 So I think the message for Dey was --  
5 the selling message was, this is not to replace  
6 20 ml, but where appropriate, where it's a  
7 standard dose here and a standard dose here, one  
8 of the selling messages was if your grandmother  
9 had asthma and was 85 years old, would you trust  
10 her to use a dropper -- it was about that big --  
11 to put it into a nebulizer and then get some  
12 saline to mix her own -- basically to mix her own  
13 dose of medication or would you prefer to have an  
14 alternative where it's a safe infection limiting  
15 option for her.

16 Q. When you received some instruction from  
17 Debi Codute, did you cover -- did you cover how  
18 to educate pharmacists on the different  
19 reimbursements of Dey's product as compared to a  
20 competitor's product?

21 MS. GIULIANA: Objection to the form.

22 THE WITNESS: I wouldn't say

Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com



Hill, William

November 11, 2008

Charlotte, NC

144

1 reimbursements plural. I would say here is a  
2 unit, a potential unit dose scenario and here is  
3 what we understand to be today's multidose plus  
4 saline scenario.

5 BY MR. HENDERSON:

6 Q. So it did include comparing the  
7 reimbursement on Dey's unit dose product as  
8 compared to a competitor's multidose product?

9 A. Yes, it did.

10 Q. Was that comparison for the purpose of  
11 educating the pharmacist on the fact that the  
12 pharmacist could make more profit by selling  
13 Dey's unit dose product as compared to selling a  
14 competitor's multidose product?

15 MS. GIULIANA: Objection to the form.

16 THE WITNESS: In theory, yes.

17 MR. HENDERSON: I would like to have  
18 this next document marked as Exhibit No. 7.

19 (Exhibit Hill 007 marked for  
20 identification.)

21 BY MR. HENDERSON:

22 Q. Mr. Hill, I have handed you a document

Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com



Hill, William

November 11, 2008

Charlotte, NC

156

1 of it?

2 A. Which, in fact, was the same product  
3 with a different NDC number, which would have by  
4 default had to have a different AWP than what you  
5 see on these to be characterized as a generic.

6 Q. And the Arcola product, which was a  
7 generic was to your recollection priced lower  
8 than Dey's product?

9 A. That's why Dey had to adjust, one of  
10 the reasons why they had to adjust the price.

11 Q. And coming back to Exhibit No. 8, is it  
12 your recollection that when Dey's price went  
13 down, the spread or profit as I think you  
14 referred to it, increased for purchasers of Dey's  
15 Cromolyn?

16 A. I think it -- to be clear, it put Dey  
17 at parity with the competition in the  
18 marketplace. There was not -- Dey didn't go  
19 below competitive prices. They matched  
20 competitive prices in the market.

21 Q. Do you know whether or not the amount  
22 of profit for Dey's Cromolyn was greater or less

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

162

1 Q. Do you recall the subject matter of the  
2 group one workshop here, multidose study-  
3 hospital?

4 A. That was -- as I referenced earlier, at  
5 this point in time there was a lot of concern  
6 about infection and the joint commission for the  
7 accreditation of hospitals.

8 The acronym JCAOH that I referred to  
9 earlier, there was a lot of issues with patient  
10 safety and infection in hospitals, so the  
11 multidose -- there was a standard dose in a  
12 hospital setting.

13 The focus of that was to talk about the  
14 impact and potential liabilities that the  
15 hospitals had from this joint commission in using  
16 not just a multidose product, but any products  
17 where there is risk of infection to patients.

18 Q. Did that involve information to help  
19 sales reps better promote the unit dose Albuterol  
20 product that Dey sold?

21 A. Yes.

22 Q. Turning to the group two topic --

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

163

1 actually, let me withdraw that comment. I'm  
2 going to hand you what's been marked as Hill  
3 Exhibit No. 10.

4 If you are looking at this landscape  
5 fashion, in the lower right-hand corner of this  
6 indicates the theme building on success. Do you  
7 see that?

8 A. Yes.

9 Q. Can you tell us whether or not this was  
10 material that was used at the 1995 national sales  
11 meeting in Arizona?

12 A. Yes, I would think that it was.

13 Q. Was this handed out at the group two  
14 workshop?

15 A. Yes, I think it would have been.

16 Q. And does this describe in part what was  
17 discussed during that group two workshop?

18 A. Yes.

19 Q. Do you have an understanding as to  
20 whether or not these materials were made  
21 available to all of the sales reps who attended  
22 that workshop?

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

164

1 MS. GIULIANA: Objection to the form.

2 THE WITNESS: All I can speak is what I  
3 saw in my group, is that everybody would have  
4 received the same materials.

5 BY MR. HENDERSON:

6 Q. So if they follow the same approach for  
7 the other groups, they would have received these  
8 materials as well?

9 MS. GIULIANA: Objection to the form.

10 THE WITNESS: I guess you could assume  
11 that, yes.

12 BY MR. HENDERSON:

13 Q. During that workshop, was there  
14 discussion about AWP reimbursement, why it's  
15 important, how it's calculated and what it means  
16 in terms of reimbursement from the third-party  
17 payers to the managed care organizations?

18 A. Yes, there was.

19 Q. And of course I read from the bullets  
20 on the first page of Exhibit No. 10.

21 Was there also discussion at the  
22 workshop about why multidose to unit dose

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

165

1 Albuterol conversion makes good business sense  
2 for the customer base?

3 A. Yes.

4 Q. And what do you recall about why  
5 converting from multidose to unit dose Albuterol  
6 would make good business sense for the customer?

7 A. Well, based on some assumptions that  
8 were gathered in the field in a couple different  
9 markets -- specifically I guess that Debi Codute  
10 had done the majority of their research in this  
11 area with unit test and multidose.

12 It was her conclusion that there would  
13 be opportunity both for a profit alternative for  
14 a pharmacy and then also the other things we  
15 talked about earlier with product safety and lack  
16 of infection risk.

17 Q. Okay. So there was two basic factors.  
18 One was the quality of the Dey product and its  
19 safety advantages, that was one?

20 A. Uh-huh.

21 Q. And the other factor was a pharmacist  
22 could make more profit using the multi -- I'm

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

173

1 MS. GIULIANA: Objection to the form.

2 THE WITNESS: Actually I could point  
3 out to you on page one where there is a flaw that  
4 we found out after the fact with the assumptions  
5 on the multidose. If you look on line three that  
6 it says zero for reimbursement for saline?

7 BY MR. HENDERSON:

8 Q. Yes.

9 A. Actually, and you will probably see, I  
10 know they are not in the call reports, but for  
11 patients to use this, it was a multidose  
12 concentrate where you needed to add saline to it.

13 So, in fact, a lot of the plans did  
14 cover at a disproportionately high amount, they  
15 did pay for saline.

16 So the flaw is when we run out and use  
17 this in the field and showed this to pharmacies,  
18 and they said, okay, yeah, they understood the  
19 concept here, and then they would put in their  
20 own numbers, actually some disproportionately  
21 high reimbursements were being paid for water,  
22 saline.

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)



Hill, William

November 11, 2008

Charlotte, NC

174

1           So the impact of -- in a lot of cases I  
2     agree with you, that the Dey product was still  
3     more profitable, but the fact that there was a  
4     zero in here -- in the sales meeting there always  
5     was a zero. Nobody knew that any third parties  
6     would pay for more, but it stands to reason to  
7     appropriately dose a product, you needed, number  
8     one, to add the saline to dilute it to the right  
9     concentration, and number two, you need to use a  
10    saline to rinse it out because you didn't want  
11    the infection in your -- risk in your nebulizer.

12           Q.    So you later learned that for  
13    multidosed products that at least some third-  
14    party payers did reimburse for saline?

15           A.    Right.

16           Q.    Is it fair to say that whoever authored  
17    this didn't realize that?

18           A.    I think they may have missed that  
19    detail, yes.

20           Q.    And you would agree that even with the  
21    correcting for that error, the profit per patient  
22    per year for the Dey Albuterol product was

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)



Hill, William

November 11, 2008

Charlotte, NC

175

1 greater than for the multidose competitive  
2 product?

3 MS. GIULIANA: Objection to the form.

4 THE WITNESS: Actually, believe it or  
5 not, there were cases in Philadelphia where we  
6 ran the model that plans paid so much for the  
7 saline, that actually a multidose was more  
8 profitable than the unit dose.

9 It completely shot holes -- in certain  
10 cases -- now there are certain cases it's not a  
11 one size fits all. There were certain cases  
12 where Dey was more profitable to unit dose, but  
13 there were other cases to use a multidose plus a  
14 saline was a more profitable option for a retail  
15 pharmacist.

16 BY MR. HENDERSON:

17 Q. And these situations where the  
18 multidose was more profitable, was -- were those  
19 a minority or majority of situations? What's  
20 your recollection about that?

21 MS. GIULIANA: Objection to the form.

22 THE WITNESS: It would be hard to say

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

179

1 multidose product. Do you recall that question  
2 and answer?

3 MS. GIULIANA: Objection to the form.

4 THE WITNESS: (Witness nods head.)

5 BY MR. HENDERSON:

6 Q. Do you recall whether or not this sort  
7 of worksheet that is Exhibit No. 12 or the two  
8 worksheets that are part of -- that are Exhibit  
9 No. 11, were used at that time or that you saw  
10 such things at that time in 1994?

11 MS. GIULIANA: Objection to the form.

12 THE WITNESS: I don't recall a specific  
13 sheet. I do remember sitting with Debi with a  
14 legal pad and her showing me, just handwriting  
15 some things out and explaining this is how this  
16 scenario might work and different situations, a  
17 generic versus a brand, this is how it might play  
18 out.

19 I don't remember a formal structure,  
20 but I know that it was part of Debi's overall  
21 daily sales planning her presentation prior to  
22 the national sales meeting in February '95.

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

237

1 unit dose conversion" reprint and worksheet and  
2 the "retail profit gain" worksheet. You used  
3 both successfully last year. Re-familiarize  
4 yourselves with these two pieces so they can work  
5 to your advantage again.

6 These pieces should reinforce the  
7 importance of our unit dose business and also  
8 help you strategize where to pick up multidose  
9 business. Let us not forget that unit dose  
10 should remain our top priority. Did I read that  
11 correctly?

12 A. Yes, that's correct.

13 Q. Was it your understanding that the  
14 sales of Dey's unit dose product was still a top  
15 priority when Dey launched its multidose product?

16 A. Yes.

17 Q. Did you understand that Dey -- it was  
18 Dey's policy that sales reps continue to use the  
19 reimbursement comparison worksheet in order to  
20 convert customers from using a multidose  
21 competitor product to Dey's unit dose product at  
22 least where it seemed appropriate in the

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

287

1 MR. HENDERSON: I have no further  
2 questions. Thank you, sir.

3 MS. HANSCOM: On behalf of California,  
4 I will just have to reserve my time. I haven't  
5 had sufficient time in order to allow Ms.  
6 Giuliana time to cross.

7 MS. ROGERS: On behalf of the State of  
8 Florida, we would reserve as well.

9 MR. AZORSKY: On behalf of Ven-A-Care  
10 of the Florida Keys, we reserve time to ask  
11 questions as well in order to give Ms. Giuliana  
12 15 minutes to ask her questions.

13 MR. WINGET-HERNANDEZ: On behalf of my  
14 client, I reserve my questions as well.

15

16 EXAMINATION BY COUNSEL FOR DEY, INC.

17 AND DEY, L.P.

18 BY MS. GIULIANA:

19 Q. Mr. Hill, you worked for Dey from April  
20 1994 to August of 1996, correct?

21 A. Correct.

22 Q. And during that time you were an

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

288

1 outside sales rep for Dey, correct?

2 A. Correct.

3 Q. And you called on Dey's local customers  
4 in Pennsylvania?

5 A. That's correct.

6 Q. You didn't call on national customers,  
7 correct?

8 A. No, did not.

9 Q. And no one reported to you?

10 A. No.

11 Q. What was your territory again?

12 A. Exclusive to the State of Pennsylvania.

13 Q. So all of the testimony that you gave  
14 today with respect to your communications with  
15 customers is confined to the Pennsylvania  
16 territory?

17 MS. HANSCOM: Object to the form.

18 MS. GIULIANA: You can answer.

19 THE WITNESS: Yes.

20 BY MS. GIULIANA:

21 Q. So you never made a call on a customer  
22 in California, correct?

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

289

1 MS. HANSCOM: Object to the form.

2 THE WITNESS: I did not.

3 BY MS. GIULIANA:

4 Q. Nor did you make any calls on customers  
5 in Florida, correct?

6 MR. AZORSKY: Objection to the form.

7 MR. HERNANDEZ: Objection, leading.

8 MS. HANSCOM: Objection to the form.

9 THE WITNESS: I did not.

10 MS. HANSCOM: Ms. Giuliana, just so we  
11 don't have all of us objecting.

12 MS. GIULIANA: Objection for one is  
13 good for all.

14 BY MS. GIULIANA:

15 Q. Did you make any calls on customers in  
16 New York

17 MS. HANSCOM: Object to the form.

18 THE WITNESS: No.

19 BY MS. GIULIANA:

20 Q. Did you make any calls on customers in  
21 Wisconsin?

22 MS. HANSCOM: Object to the form.

Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com

Hill, William

November 11, 2008

Charlotte, NC

290

1 THE WITNESS: No.

2 BY MS. GIULIANA:

3 Q. And you testified a lot today about  
4 call reports that you created in the course of  
5 your work at Dey, correct?

6 MS. HANSCOM: Object to the form.

7 THE WITNESS: Yes.

8 BY MS. GIULIANA:

9 Q. Did call reports play any role in a  
10 customer placing an order with Dey?

11 MS. HANSCOM: Object to the form.

12 THE WITNESS: Not necessarily.

13 BY MS. GIULIANA:

14 Q. Did you get paid off of the call  
15 reports that you submitted to Dey?

16 MS. HANSCOM: Object to the form.

17 THE WITNESS: No, I did not.

18 BY MS. GIULIANA:

19 Q. Were your commissions at Dey based on  
20 the call reports that you submitted?

21 MS. HANSCOM: Object to the form.

22 THE WITNESS: No, they were not.

Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com



Hill, William

November 11, 2008

Charlotte, NC

297

1 MS. HANSCOM: Object to the form.

2 THE WITNESS: I did not.

3 BY MS. GIULIANA:

4 Q. Isn't it correct that you worked for  
5 several pharmaceutical companies before you  
6 started working at Dey in 1994?

7 A. I did.

8 Q. Approximately how many years have you  
9 been in the drug business prior to Dey?

10 A. Approximately eight years.

11 Q. Is the spread a concept that you heard  
12 about before you started working at Dey?

13 A. It is.

14 MS. HANSCOM: Object to the form.

15 BY MS. GIULIANA:

16 Q. Is the spread something that Dey  
17 invented?

18 MS. HANSCOM: Objection to the form.

19 THE WITNESS: No.

20 BY MS. GIULIANA:

21 Q. Is the spread something that is unique  
22 to Dey?

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

298

1 MS. HANSCOM: Object to the form.

2 MS. GIULIANA: You can answer.

3 THE WITNESS: Not at that point in  
4 time, no.

5 BY MS. GIULIANA:

6 Q. Is the spread something that Dey taught  
7 you about?

8 MS. HANSCOM: Object to the form.

9 MS. GIULIANA: I withdraw that  
10 question. Is the spread a concept that Dey  
11 taught you?

12 MS. HANSCOM: Object to the form.

13 THE WITNESS: No.

14 BY MS. GIULIANA:

15 Q. Did anyone ever tell you that there was  
16 anything wrong with talking about the spread  
17 while you were at Dey?

18 A. No.

19 Q. Or prior to your time at Dey?

20 A. No.

21 MS. HANSCOM: Object to the form.

22 BY MS. GIULIANA:

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

299

1 Q. Did you feel that there was anything  
2 wrong with talking about the spread while you  
3 worked at Dey?

4 MS. HANSCOM: Object to the form.

5 THE WITNESS: No.

6 BY MS. GIULIANA:

7 Q. And one definition of the spread is  
8 that it's the difference between two price  
9 points, correct?

10 A. Correct.

11 MR. HENDERSON: Objection as to form.

12 BY MS. GIULIANA:

13 Q. And the price points could be -- one of  
14 the price -- strike all that.

15 And one of the price points on one hand  
16 could be AWP and on the other hand it could be a  
17 contract price, correct?

18 MS. HANSCOM: Object to the form.

19 THE WITNESS: That's correct.

20 BY MS. GIULIANA:

21 Q. And all those prices were well known to  
22 your customers, correct?

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

300

1 MS. HANSCOM: Object to the form.

2 THE WITNESS: They were visible to all,  
3 yes.

4 BY MS. GIULIANA:

5 Q. And a customer could get Dey's AWP's  
6 from Red Book, correct?

7 MS. HANSCOM: Object to the form.

8 THE WITNESS: Yes.

9 BY MS. GIULIANA:

10 Q. Or First Data Bank?

11 A. Yes.

12 MS. HANSCOM: Object to the form.

13 BY MS. GIULIANA:

14 Q. Or from a wholesaler?

15 MS. HANSCOM: Object to the form.

16 THE WITNESS: Yes.

17 BY MS. GIULIANA:

18 Q. Or from another publicly available  
19 source?

20 THE COURT REPORTER: I'm sorry, if you  
21 just pause for a minute so I can get her  
22 objection and then --

Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com

Hill, William

November 11, 2008

Charlotte, NC

301

1 MS. GIULIANA: I'm trying to get Mr.  
2 Hill out before 5:15.

3 THE COURT REPORTER: The last one I  
4 have is or First Data Bank.

5 BY MS. GIULIANA:

6 Q. Or from a wholesaler?

7 MS. HANSCOM: Object to the form.

8 BY MS. GIULIANA:

9 Q. Okay. So a customer could get Dey's  
10 AWP from a wholesaler, correct?

11 MS. HANSCOM: Object to the form.

12 THE WITNESS: Yes.

13 BY MS. GIULIANA:

14 Q. Or from another publicly available  
15 source?

16 MS. HANSCOM: Object to the form.

17 THE WITNESS: Yes.

18 BY MS. GIULIANA:

19 Q. And when you talked to customers while  
20 working at Dey, customers had a general awareness  
21 of the AWP of Dey's competitors, correct?

22 MS. HANSCOM: Objection, form.

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

302

1 THE WITNESS: Yes.

2 BY MS. GIULIANA:

3 Q. And your customers also knew what  
4 contract price your competitors were offering to  
5 those customers, correct?

6 MS. HANSCOM: Objection, form.

7 THE WITNESS: Yes.

8 BY MS. GIULIANA:

9 Q. Okay. So in any situation in which you  
10 may have discussed the spread with a customer,  
11 you weren't telling the customer something that  
12 they didn't already know, correct?

13 MS. HANSCOM: Objection, form.

14 THE WITNESS: That's correct.

15 BY MS. GIULIANA:

16 Q. Or something that they didn't already  
17 have the ability to determine?

18 MS. HANSCOM: Objection, form.

19 THE WITNESS: That's correct.

20 BY MS. GIULIANA:

21 Q. Or something that they weren't already  
22 interested in?

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

303

1 MS. HANSCOM: Objection, form.

2 THE WITNESS: Correct.

3 BY MS. GIULIANA:

4 Q. Isn't it correct that in most of the  
5 conversations that you had with customers  
6 concerning the spread, it was the customer who  
7 initiated the topic?

8 MS. HANSCOM: Objection, form.

9 THE WITNESS: I would agree.

10 BY MS. GIULIANA:

11 Q. Earlier today Mr. Henderson showed you  
12 a document called a reimbursement comparison  
13 worksheet, correct?

14 A. Yes.

15 Q. Now, is there anything that would go  
16 into any of the blanks in that worksheet that a  
17 customer didn't already know?

18 MS. HANSCOM: Objection, form.

19 THE WITNESS: No.

20 BY MS. GIULIANA:

21 Q. So the customer already had the  
22 information available to fill in any of the

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)



Hill, William

November 11, 2008

Charlotte, NC

304

1 blanks in that worksheet?

2 MS. HANSCOM: Objection, form.

3 THE WITNESS: Yes, they would.

4 BY MS. GIULIANA:

5 Q. So in any situation where you sat down  
6 with a customer and reviewed that document with a  
7 customer, you are not telling the customer  
8 anything he didn't already know?

9 MS. HANSCOM: Objection, form.

10 THE WITNESS: No.

11 BY MS. GIULIANA:

12 Q. And did you ever use the reimbursement  
13 comparison worksheet with respect to Dey's  
14 Ipratropium product?

15 MS. HANSCOM: Objection, form.

16 THE WITNESS: No, I did not.

17 BY MS. GIULIANA:

18 Q. Did you ever use the reimbursement  
19 worksheet with respect to Dey's Cromolyn product?

20 MS. HANSCOM: Objection, form.

21 THE WITNESS: Not that I recall.

22 BY MS. GIULIANA:

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

Hill, William

November 11, 2008

Charlotte, NC

305

1 Q. Did you ever use reimbursement  
2 comparison worksheet or the concept set forth in  
3 that worksheet to try to convert a customer from  
4 a competitor's unit dose Albuterol product to  
5 Dey's unit dose Albuterol product?

6 MS. HANSCOM: Objection, form.

7 THE WITNESS: Not on a unit dose to  
8 unit dose scenario, no.

9 BY MS. GIULIANA:

10 Q. During the course of your work at Dey,  
11 did you have knowledge of the different  
12 reimbursement formulas that different states used  
13 to reimburse Medicaid claims?

14 MS. HANSCOM: Objection, form.

15 THE WITNESS: My knowledge was  
16 exclusive to Pennsylvania.

17 MS. HANSCOM: I didn't hear that.

18 THE WITNESS: My knowledge was  
19 exclusive to Pennsylvania, for the plans that  
20 were honored in Pennsylvania.

21 BY MS. GIULIANA:

22 Q. And as far as you know, the decision as

Henderson Legal Services, Inc.

202-220-4158

[www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)